

Appendix H.

Stewarts Hunt Easements

RECEIVED
FEB

VOL. 1170 PAGE 237

WARREN COUNTY
PLANNING BOARD

PREPARED BY:

M. Anthony Vaida
M. ANTHONY VAIDA, ESQ.

08667

CONSERVATION EASEMENT

THIS INDENTURE, made this 19th day of June , 1989, BETWEEN, STEWART'S CROSSING, INC., a corporation of the State of Delaware, hereinafter referred to as Grantor, AND the COUNTY OF WARREN, a public corporation of the State of New Jersey, hereinafter referred to as the County;

WHEREAS, Grantor is the owner of lands in the Township of Greenwich (hereinafter referred to as the "Township") which are the subject of an approval for a subdivision by the Planning Board of the Township to be known as Stewart's Crossing on the Tax Assessment Map of the Township; and

WHEREAS, one abandoned canal bed and other environmentally sensitive areas are located on said lands adjacent to or near said lands; and

WHEREAS, Grantor and the County wish to protect the natural conditions of said stream or streams and other areas and the quality of the waters of said streams from adverse effects from the future development of the property.

W I T N E S S E T H

In consideration of One Dollar (\$1.00) paid to the Grantor by the County at or before the delivery of this grant of easement, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the County forever a conservation easement over that tract, parcel or lot of land in the Township of Greenwich, County of Warren and State of New Jersey more particularly described on Schedule A annexed hereto in the location described on Schedule B annexed hereto, on the following terms and conditions:

1. There shall be no residential structures or accessory

structures thereto in the area designated as conservation easement, except for drainage purposes, agricultural or farming structures.

2. Notwithstanding anything to the contrary contained in this instrument, there shall be allowed, subject to federal and state law or regulation, drainage facilities and any related structures and accessways.

3. No trees or shrubs shall be removed or destroyed except for:

(a) The purposes allowed herein.

(b) Diseased or storm damages trees or shrubs needed to be removed in accordance with accepted horticulture or silvaculture practices.

(c) Trees or shrubs which become an impediment to the orderly flow of streams.

4. No topsoil, sand, gravel, loam, rock or other material shall be excavated, dredged or removed from the easement area except for the purposes allowed herein or except with the written approval of the Township acting through the governing body or such other body or official as the governing body may designate.

5. No filling of land shall be allowed except for purposes allowed herein or as allowed by the Corps, and no dumping or placing of trash, waste or unsightly or offensive material, for disposal or otherwise shall be permitted within the easement area.

6. No solid or liquid materials which might pollute or otherwise adversely affect the flow or quality of the water in any watercourse within the easement area shall be kept or stored within the easement area or placed in or discharged into any watercourse traversing the easement area.

7. No activities shall be permitted within the easement area which might be detrimental to drainage, flood control, springs, water conservation, water quantity or quality protection, erosion control, or soil conservation.

8. The County, by its officers, employees, and agents, shall have the right (but not the duty) to enter upon the easement area, and other lands of grantor as necessary for access to the easement area, at all reasonable times upon reasonable notice to Grantor for the sole purposes of inspection, protection and maintenance, but this right does not evidence or create any agreement or obligation of the

County to inspect, protect or maintain the easement area. The use by the County of equipment for maintenance purposes shall not constitute a violation of the terms and conditions of this easement grant, and no act of the County for inspection, protection or maintenance shall give rise to any obligation on the part of the County for further or other inspection, protection or maintenance. Should the County enter the easement area, it shall do so without damaging the land and improvements on the land traversed, shall do same only in a reasonable manner, and shall promptly repair any damage caused by such entry.

9. Although the conservation easement hereby conveyed to the Township is created for the benefit of the general public through the protection of water and land resources and natural beauty, nothing herein contained shall be construed to convey to the public any right or access to or use of the easement area, and the Grantor shall, subject to the general and specific terms and conditions of the Indenture, retain exclusive right of access to the use of the easement area. This Indenture imposes no obligation on the Grantor and no restriction on the use of the easement area except as specifically set forth herein, and nothing contained herein shall be construed as interfering with the right of the Grantor and Grantor's successors and assigns to utilize the easement area in such manner as the Grantor may deem desirable, subject to the provisions of this Indenture.

10. Notwithstanding the foregoing, this agreement may be modified by mutual consent of the Grantor and or the Grantor's assigns and the County of Warren.

11. The provisions of this Indenture shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

12. No portions of the land described in Schedule B are within delineated Freshwater Wetlands as designed on the National Wetlands Inventory, Washington, New Jersey Quadrangle as prepared by the United States Department of the Interior.

13. A portion of all of the within delineated conservation

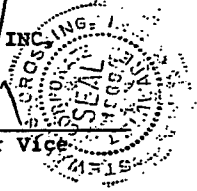
easement is also subject to historic structure conservation easements, various drainage easements, drainage structure maintenance covenants, agreements, covenants, restrictions, dedications, rights of way, requirements or permits and conditions of title.

IN WITNESS WHEREOF, the Grantor has duly executed this Indenture as of the date first above written.

WITNESS:

[Signature]
Gary Rae, Assistant Secretary

STEWART'S CROSSING, INC. INC.
[Signature]
George Casey, Senior Vice President

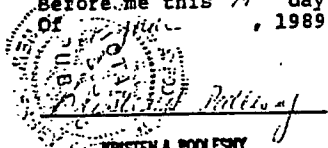


STATE OF NEW JERSEY: COUNTY OF : SS.

I CERTIFY that on this 19th day of June, 1989, Gary Ray personally came before me and this person acknowledged under oath, to my satisfaction that (a) this person is the assistant secretary of Stewart's Crossing, Inc., the corporation named in this document; (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is George Casey, Senior Vice President; (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper seal of the corporation which was affixed to this document; (e) this person signed this proof to attest to the truth of these facts.

[Signature]
Gary Rae, Assistant Secretary

Subscribed and Sworn to:
Before me this 19th day:
of June, 1989:



KRISTEN A. POOLSONY
Notary Public of New Jersey
My Commission Expires June 20, 1993

PREPARED BY: M. Anthony Vaida
M. ANTHONY VAIDA, ESQ.

28866

AMENDED CONSERVATION EASEMENT

THIS INDENTURE, made this 21st day of April, 1992, BETWEEN, STEWART'S CROSSING, INC., a corporation of the State of Delaware, hereinafter referred to as Grantor, AND the COUNTY OF WARREN, a public corporation of the State of New Jersey, hereinafter referred to as the County;

WHEREAS, Grantor is the owner of lands in the Township of Greenwich. (hereinafter referred to as the "Township") which are the subject of an approval for a subdivision by the Planning Board of the Township to be known as Stewart's Crossing on the Tax Assessment Map of the Township; and

WHEREAS, the Grantor previously granted a Conservation Easement over the premises to the County. Said Conservation Easement was recorded in the Warren County Clerk's Office in Book 1170 at Page 237; and

WHEREAS, Grantor and the County wish to amend said Conservation Easement to provide for public use of the easement area;

W I T N E S S E T H

In consideration of One Dollar (\$1.00) paid to the Grantor by the County at or before the delivery of this grant of easement, the receipt of which is hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the County forever a conservation easement over that tract, parcel or lot of land in the Township of Greenwich, County of Warren and State of New Jersey more particularly described on Schedule A annexed hereto, on the following terms and conditions:

- 1. Except for unusual and unforeseen emergencies, the easement

area shall be open to the public all year during designated hours. The opening and closing hours shall be posted at the entrance to the easement area for public information and shall be determined from time to time by resolution of the Warren County Board of Recreation Commissioners.

2. The public shall enter the easement area from North Main Street (County Route 637) and Canal Crossing Road.

3. The County reserves the right to create and maintain a footpath along the course of the easement including, where necessary, the removal of trees and other vegetation that impede the footpath course.

4. Public access to the easement area shall only occur once a park program has been established by the County in order to oversee the usage of the easement area by the public.

5. With the exception of paragraph 9 of the aforesaid Conservation Easement, all other provisions of said Conservation Easement shall remain in full force and effect. Said paragraph 9 is to be deleted in its entirety.

6. Notwithstanding the foregoing, this agreement may be modified by mutual consent of the Grantor and or the Grantor's assigns and the County of Warren.

7. The provisions of this Indenture shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has duly executed this Indenture as of the date first above written.

WITNESS:

STEWART'S CROSSING, INC.

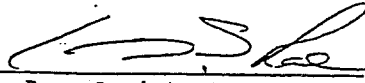
Gary Rae
Gary Rae, Assistant Secretary

Wayne Patterson
Wayne Patterson, Vice President

PENNSYLVANIA
STATE OF NEW JERSEY: COUNTY OF MONTGOMERY: SS.

I CERTIFY that on this 21st day of April, 1992, Gary Rae personally came before me and this person acknowledged under oath, to my satisfaction that (a) this person is the assistant secretary of Stewart's Crossing, Inc., the corporation named in this document; (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Wayne Patterson, Vice President; (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; (d) this person knows the proper seal of the corporation

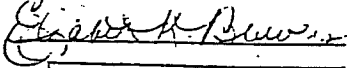
which was affixed to this document; (e) this person signed this proof to attest to the truth of these facts.



Gary Rae, Assistant Secretary

Subscribed and Sworn to:
Before me this 21st day:
Of April, 1992 :

VOL. 1267 PAGE 43



Notary Seal
Charles K. Brewer, Notary Public
Lower Merion Township, Montgomery County
My Commission Expires Jan 17, 1994

